GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address for GSA *Advantage!*® is: www.GSAAdvantage.gov.

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

FSC Group Class 70

SIN 132-32 - TERM SOFTWARE LICENSE
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Application Software
Microcomputers
Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSE
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
Application Software
Microcomputers
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
FPDS Code D310   IT Backup and Security Services
FPDS Code D399   Other Information Technology Services, Not Elsewhere Classified

Contract Number: GS-35F-0204T
For more information on ordering from Federal Supply Schedules click on: fss.gsa.gov.
Period covered by contract: December 29, 2006 to December 28, 2021
Pricelist current through Modification #PO-0030 Dated 12-29-2016

NC4 Public Sector LLC
100 N. Sepulveda Blvd., Suite 200
El Segundo, CA 90245
Phone: 310-606-4444 FAX: 310-606-4309
Web site: http://www.nc4.com

Contact for Contract Administration
Vicki L Hamilton
Phone: 760-471-9120
Vicki.Hamilton@nc4.com

Small Business

Contents

CUSTOMER INFORMATION

1a.   Table of Awarded Special Item Numbers (SINs):

        SIN 132-32: Term Software License
        SIN 132-33: Perpetual Software License
        SIN 132-34: Maintenance of Software as a Service
        SIN 132-51: Information Technology (IT) Professional Services

1b.   Lowest Priced Model Number and Lowest Unit Price per SIN:

        See attached GSA Pricelist

1c.   Hourly Rates: See attached GSA Pricelist

2.   Maximum Order for the following Special Item Numbers (SINs) is $500,000:

        SIN 132-32: Term Software License
        SIN 132-33: Perpetual Software License
        SIN 132-34: Maintenance of Software as a Service
        SIN 132-51: Information Technology (IT) Professional Services

3.   Minimum Order: $100

4.   Geographic Coverage (Delivery Area): Domestic and overseas delivery

5.   Points of Production: El Segundo, Los Angeles County, California

6.   Discount from List Prices or Statement of Net Price: Prices shown are Net Prices; Basic Discounts have been deducted.

7.   Quantity/Dollar Volume Discounts: None

8.   Prompt Payment Terms: Net 30 Days

9a.   Notification that Government purchase cards are accepted below the micro-purchase threshold: Government purchase cards will be accepted below the micro-purchase threshold.

9b.   Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Government purchase cards will be accepted above the micro-purchase threshold.

10.   Foreign Items: Not Applicable

11a.   Time of Delivery: 30 Days ARO for all SINs

11b.   Expedited Delivery: Software products can be delivered electronically via ftp download, overnight or within 2 days. Customers may contact NC4 Public Sector LLC for rates.

11c.   Overnight and 2-day Delivery: Software products can be delivered electronically via ftp

download, overnight or within 2 days. Customers may contact NC4 Public Sector LLC for rates.

11d. Urgent Requirements: Under the provisions of the Urgent Requirements clause of this contract, agencies may contact Contractor to effect an expedited delivery.

12. FOB Point: Destination

13a. Ordering address: NC4 Public Sector LLC, 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245. Tel: 310-606-4444 Fax: 310-606-4309

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address: NC4 Public Sector LLC, 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245

15. Warranty Provision: Standard Commercial Warranty.

16. Export Packing Charges: Not applicable

17. Terms and Conditions of Government Credit Card Acceptance: Not applicable

18. Terms and conditions of rental, maintenance, and repair: Included in software license terms and conditions at end of this document.

19. Terms and Conditions of installation: Included in software license terms and conditions at end of this document.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not applicable

20a. Terms and conditions for any other services: Not applicable

21. List of service and distribution points: Not applicable

22. List of participating dealers: Not applicable

23. Preventive maintenance: Not applicable

24a. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): Not applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and can be found at: http://www.nc4.com. The EIT standards can be found at www.Section508.gov.:

25. Data Universal Number System (DUNs) number: 610509478

26. Currently Registered in System for Award Management (SAM) Database.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1.   INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2.   ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4.   TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-209-2312 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24/7.

5.   SOFTWARE MAINTENANCE

a.   Software maintenance as it is defined: (select software maintenance type) :

___X_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

___X_____ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6.   PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.   Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d.   Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.   Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a.   The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.   Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.   The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.   The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **N/A** % of all term license payments during the period that the software was under a term license within the ordering activity.

8.   TERM LICENSE CESSATION

a.   After a software product has been on a continuous term license for a period of **N/A** * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b.   The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9.   UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the   ordering

activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10.   SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12.   RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1.   SCOPE

a.   The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b.   The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2.   PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a.   Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b.   The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c.   Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3.   ORDER

a.   Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b.   All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4.   PERFORMANCE OF SERVICES

a.   The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b.   The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c.   The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d.   Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5.   STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a)   The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1)   Cancel the stop-work order; or

(2)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b)   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c)   If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d)   If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6.   INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS ☐COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I ☐ ☐OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7.   RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9.   INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10.   ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b.   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11.   INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12.   PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition   As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
     (1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13.   RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14.   INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15.   APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16.   DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a.   The Contractor shall provide a description of each type of IT Service offered under Special Item Number 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b.   Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

LABOR CATEGORY DESCRIPTIONS

SVC-CONSLT - Consultant/Programmer – Level 1

Minimum/General Experience: Three (3) years

Minimum Education: Bachelor's Degree or equivalent combination of experience

Functional Responsibilities:

Minimum of three (3) years experience in consulting, program and/or project management services. Experience in the software/technology industry a plus. Responsible for organizing, directing and coordinating the planning and production of contract activities. Communicates effectively, both orally and in writing. Responsible for scheduling project work and the submittal of contract deliverables. Prepares periodic project status reports. Serves as a primary point of contact with customer in tracking project status and in addressing technical, schedule and personnel issues.

SVC-ET-QS-14 - Consultant/Programmer – Level 5

Minimum/General Experience: Fifteen (15) years

Minimum Education: Master's Degree, MBA or Technical certification equivalent.

Functional Responsibilities:

Minimum of fifteen (15) years experience in consulting, project management, and development services. Experience includes: managing a staff of consultants and support staff to implement a strategic plan; leading and directing a project team; allocating work among the staff; and providing guidance to team members. Prepares project schedules and performs routine employee relations activities. Responsible for the successful implementation and delivery of strategic, complex projects, including: project plans, level of effort estimates, scheduling, monitoring and progress tracking of projects. Allocates work; provides advice, guidance and training to subordinates; and recommends personnel staffing. Responsible for: program and risk management, including: strategy, project controls, project plan reviews, risk analysis and mitigation, staffing, and organization development.

USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

NC4 Public Sector LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Norbert Butler, Federal Sales, (P):301-253-6400, (F): 301-253-4024 or email: norbert.butler@nc4.com.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1)   The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER   *SPECIAL BPA DISCOUNT/PRICE

_____   _____
_____   _____
_____   _____

(2)   Delivery:

DESTINATION   DELIVERY SCHEDULES / DATES

_____   _____
_____   _____
_____   _____

(3)   The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4)   This BPA does not obligate any funds.

(5)   This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6)   The following office(s) is hereby authorized to place orders under this BPA:

OFFICE   POINT OF CONTACT

_____   _____
_____   _____
_____   _____

(7)   Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8)   Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

        (a)   Name of Contractor;
        (b)   Contract Number;
        (c)   BPA Number;
        (d)   Model Number or National Stock Number (NSN);
        (e)   Purchase Order Number;
        (f)   Date of Purchase;
        (g)   Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
        (h)   Date of Shipment.

(9)   The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10)   The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.

- Federal Supply Schedule Contractors may individually meet the customers needs, or -

- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

- Customers make a best value selection.

NC4 PUBLIC SECTOR LLC GSA PRODUCT PRICE LIST

SIN	Product Name	Manufacturer Part Number	GSA Price
132-32	ESA Domestic Government US Domestic Incidents (8 full access user IDs and 25 facilities included)	ESA DG	$12,112.50 per year
132-32	ESA User - Full Access 9-40 Additional Users (in blocks of 5) price for full access users 9-40	ESA FAU9-40	$5,225 per year per block of 5
132-32	ESA Facilities 26-50 Additional Facilities (in blocks of 25) price for facilities 26-50	ESA F26-50	$3,562.50 per year per block of 25
132-32	ESA Facilities 51-100 Additional Facilities (in blocks of 25) price for facilities 51-100	ESA F51-100	$2,375 per year per block of 25
132-32	ESA User Alert Only 1-50 Alert Only Users (in blocks of 5) price for alert users 1-50	ESA AO1-50	$1,900 per year per block of 5
132-32	E Team /Risk Center Integration component (Annual)	SW-ET-ESA	$4,785.63
132-32	NC4 Risk Center™ - Standard NC4 Situational Awareness Solution package (SaaS Model) includes: 5 Full Access Users, Up to 25 Locations, Location Monitoring Tools, Full Alert Profiling, Administration Tools, Global Real Time-Incident Content, ActivWeather™ Content for US only, Global Flashpoints, Country Reports, Resources, Maps (Situation, Country Risk, ActivWeather™-US Only), Incident Summary Reports	SW-RC-STD	$29,575.16
132-32	HRAP 2 Users Historical Reporting and Analysis Package - 2 full access users	SW-RC-HRAP2	$4,929.19
132-32	ActivMobile™ Access interactive maps via links embedded real-time alerts on specified smart phone devices.	SW-RC-AM	$2,957.52
132-32	15 Additional Full Access Users Annual fee for additional blocks of FA Users	SW-RC-FA15	$14,294.66
132-32	NC4 Risk Center™ - USA NC4 Situational Awareness solution package (SaaS model) Includes: 5 Full Access Users, Up to 25 Domestic US Locations (50 State), Location Monitoring Tools, Full Alert Profiling, Administration Tools, Domestic only (50 state) real-time Content, Maps (Situation, ActivWeather™-	10000	$20,000.00

SIN	Product Name	Manufacturer Part Number	GSA Price
	Domestic Only), Incident Summary Reports		
132-32	Total Assets/Locations 26 up to 100 (per Location) Risk Center - Annual fee for additional Locations or Assets - Each	10034	$48.72
132-32	5 Additional Full Access Users Risk Center - License Fee for additional FA Users	10115	$5,437.50
132-32	10 Additional Alert Only Users Risk Center - License Fee for additional AO Users	10070	$4,095.96
132-32	Total Assets/Locations 151 up to 250 (per Location) Risk Center - Annual fee for additional Locations or Assets - Each	10036	$43.50

SIN	Product Name	Manufacturer Part Number	GSA Price
132-33	E Team Self Host Production Additional Application – price for additional application sold within a single domain entity (Includes 1 county map and ESRI ArcIMS)	LIC-SVR	$47,025
132-33	E Team Enterprise - Self Host Backup	SW-ET-BU	$9,571.25
132-33	E Team ARE - Self Host Warm Backup, including Crystal Reports Server license.	SW-ET-BUM	$6,221.31
132-33	E Team Enterprise Initial Perpetual Production License - MS SQL E Team R9 Enterprise License Incudes: Crisis Management Suite, Universal Console, Dashboards, data replication, data sharing and collaboration, capacity support up to quad core processor or VM equivalent and unlimited users. Also includes integrated ESRI ArcGIS Server Std. For use with customer provided MS SQL.	SW-ET-ELS1	$63,696.67
132-33	E Team ARE Perpetual Production License - With CRS 2008 Analysis & Reporting Engine for data within E Team (Includes Crystal Reports Server 2008)	SW-ET-WC	$11,485.50

SIN	Product Name	Manufacturer Part Number	GSA Price
132-34	E Team Maintenance & Support (Annual maintenance and support for E Team product licenses under SIN 132-33, excluding GIS maps which are subject to map annual renewal fee)	MR-LIC	Calculated as 19.5% of license price
132-34	E Team Maintenance - Self-Host Backup Annual maintenance fees for E Team Self-Host backup.	SW-ET-BUM-SH	$2,009.96
132-34	E Team Maintenance - ARE Warm Backup Annual maintenance fees for E Team Self-Host ARE warm backup.	SW-ET-ARE-WB	$1,435.69

NC4 PUBLIC SECTOR LLC GSA LABOR CATEGORY PRICE LIST

SIN	Labor Category Title	Labor Category Number	GSA Price
132-51	Consultant/Programmer – Level 1	SVC-CONSLT	$167.56 per hour
132-51	Consultant/Programmer – Level 5	SVC-ET-QS-14	$2,140.94 per day

SOFTWARE LICENSE TERMS AND CONDITIONS

(On Following Pages)

NC4 E TEAM® (SELF-HOST SYSTEMS)
END USER LICENSE AGREEMENT

By executing this Agreement in writing, you consent to be bound by the terms and conditions of this End User License Agreement ("EULA"). The authorized single entity end user ordering under NC4 Public Sector LLC's ("NC4") GSA Schedule, Contract Number GS-35F-0204T ("GSA Contract"), is referred to herein as "Customer".

1. <u>Definitions</u>.

      1.1   "ASP Redundancy" means using NC4's optional web-hosted services for Backup Purposes, as defined in Section 4.

      1.2   "Authorized User(s)" means any employee, agent or representative of Customer authorized to use the Software, or any emergency staff or agency, including any police, fire, paramedic or other emergency personnel or entity, necessary to use the Software for emergency management purposes only.

      1.3   "Backup Purposes" means a reasonable and ordinary backup or archival copy of the Software for primary use for a limited period not to exceed thirty (30) days if the Software on the primary system is not available or for disaster recovery purposes only.

      1.4   "CPU" means a central processing unit (processor) in any computer or computer system used by Customer to store, process, or retrieve data or perform other functions using operating systems and applications software.

      1.5   "Documentation" means the NC4 user's manuals and other materials in any form or medium customarily provided by NC4 to the users of the Software.

      1.6   "Fees" means, collectively, the license fees for the Software, the maintenance and support fees, and any other fees, annual or otherwise, payable by Customer to NC4 pursuant to a particular Order.

      1.7   "Order" means a document, Statement of Work, task order, or purchase order or alternative ordering document agreed to by both parties in writing, that specifies the Services to be provided by NC4 and the applicable Fees for the Services.

      1.8   "Services" means work performed by NC4 for Customer pursuant to an Order.

      1.9   "Software" means the software programs and/or applications in object code form only described in Documentation or an Order.

      1.10   "Support" shall have the meaning set forth in Section 3.2.

      1.11   "Training Courseware" means the design and layout of NC's training materials.

2. <u>Software License</u>.

      2.1   <u>License Grant</u>. Subject to the terms and conditions of this EULA, NC4 hereby grants to Customer a non-exclusive, non-transferable, non-assignable, perpetual (upon fully paid license and other fees due NC4) license, without the right to grant sublicenses, to use the object code only of the Software.

The license is limited to the number of CPUs or Authorized Users set forth in the particular Order. The license granted in this Section 2.1 shall also include modifications to the Software that NC4 may make pursuant to Services that Customer purchases from NC4. Until such time that NC4 has been fully paid for all license and other Fees due, the term of the license shall be temporary.

2.2   Use Restrictions.   Customer shall not, and shall not permit others to:

(a)   install the Software on any server or at any site other than those designated by Customer to NC4;

(b)   exceed the number of permitted Authorized Users of the Software as set forth on the particular Order (if a limited number of Authorized Users is so stated);

(c)   use the Software in a service bureau or time-sharing arrangement;

(d)   distribute, rent, lease, assign or transfer the Software to any third party, without NC4's prior written consent; or

(e)   modify, customize, reverse engineer, reverse assemble or reverse compile the Software or any part thereof.

2.3   Copies of Software and Training Materials. Customer shall not copy the Software. Notwithstanding the foregoing, Customer may make and maintain a single copy of the Software only as needed for reasonable ordinary archival and Backup Purposes or disaster recovery procedures. All copies shall be subject to the terms and conditions of this EULA and applicable copyright law, and all proprietary rights notices contained on the original Software shall be reproduced on or in any copies. Customer may make copies of the training materials as needed for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the training materials shall be reproduced on any copies. No copies of the Software or NC4 training materials shall be provided to any third party or competitor of NC4, without NC4's prior written consent.

2.4   Ownership.

2.4.1   Licensed Software. Customer acknowledges and agrees that it is acquiring only the right to use the Software licensed under this EULA. NC4 is the owner of all right, title, and interest in and to the Software and all components and copies thereof, all modifications to the Software, and changes to the Software made by NC4 pursuant to this EULA, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Software pass to Customer. Customer agrees that, as between the parties, the Software and all copies (in whole or part) shall remain the exclusive property of NC4 and may not be copied or used except as expressly authorized by this EULA. Any rights not expressly granted to Customer under this EULA are retained by NC4.

2.4.2   Documentation and. Training Materials. All Documentation and Training Courseware and materials provided by NC4 hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole property of NC4. Customer shall not use, in whole or in part, any of NC4's Training Courseware or content in developing its own training materials.

2.5   Use of Third-Party Software. Customer shall not use any third-party software embedded in or otherwise provided with the Software on a stand-alone basis or in any way other than as provided with the Software. All third party software shall be used only in connection with the Software and for no other use. Use of the Crystal Reports software provided by NC4 as part of NC4's Analysis and Reporting Engine ("ARE") is limited solely to use in connection with NC4's ARE, with data access limited to data

created or used by the ARE, and is further subject to the Crystal Reports end user license agreement.

3. Software Maintenance and Customer Support. All maintenance and support Fees must be kept current in order for Customer to receive the following maintenance and support Services from NC4.

3.1 Maintenance/Upgrades. Purchase of annual maintenance entitles Customer to "point release" updates (e.g., bug fixes, defect corrections, minor enhancements) ("Updates") to the Software, as well as version upgrades which may include major enhancements ("Upgrades"), for such Updates and Upgrades when commercially available. NC4 will provide such Updates or Upgrades remotely and within a mutually agreed upon number of days following Customer's request, or as otherwise agreed to in writing. NC4 standard maintenance and support does not include: (i) maintenance and support Fees, updates or upgrades to any third party software; (ii) knowledge transfer; (iii) data migration; or (iv) training associated with Updates or Upgrades. If such Services are desired of NC4, they can be procured at NC4's then-current professional services fees, plus any corresponding travel expenses, under a mutually agreed upon Order.

3.2 Customer Support. NC4 will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues in accordance with NC4's current standard Customer Support Policy, a copy of which is available to Customer upon request. NC4 will provide Customer with 24 x 7 technical support for the NC4 Software application. Telephone support shall be available to not more than three (3) named callers. Support shall not include installation of upgrades or modification or customization of upgrades, problems not attributable to the Software, or problems arising from Customer's actions to cause an error in the Software. Onsite installation of upgrades or modification or customization of upgrades is available by special arrangement, and will be billed at NC4's then-current rates, plus travel expenses under a mutually agreed upon Order. Customer agrees to provide remote access to NC4 as needed to enable NC4 to provide telephone support services. To the extent practical, NC4 shall provide Customer 24 hours notice if remote access is required. If Customer requests on-site support services, Customer agrees to grant NC4 access to its facilities and personnel to provide such support services, and reimburse NC4 for travel and related expenses in accordance with an applicable Order. NC4 standard maintenance and support does not cover customer extensions such as custom forms, custom dashboards and custom report templates, except for problems in NC4's base Software code.

3.3 NC4 Custom Forms. Standard E Team maintenance and support cover defects corrections, software upgrades and general questions on how to use NC4 Custom Forms, such as: general how-to questions, general navigation questions, explanation of fields, adding questions and answer types to a form, sorting/moving fields within the form, troubleshooting of any forms created by NC4, bug fixes for NC4-created forms, access to NC4 Wiki for form documentation, and access to NC4 forums for customer questions and answers. Standard E Team maintenance and support does not include new form creation, modifications to existing custom built forms, troubleshooting forms created by Customer, or detailed questions regarding rules, formatting/themes, templates, cascading style sheets, Java, database connections, or problems accessing E Team if changes have been made to Customer's network or local E Team configuration. NC4 does offer a Premier Support package that supports these items, which may be purchased under an Order.

3.4 Maintenance and Support Term. Annual maintenance and support services shall commence per the date designated in the applicable Order ("Commencement Date").

3.5 Maintenance and Support Fees. Fees for the initial maintenance and support term will be paid to NC4 in accordance with the applicable Order, and to the extent the Term under the applicable Order continues thereafter, Customer shall pay to NC4 for annual maintenance and support during the normal billing period nearest the anniversary of the Commencement Date. Unless prepaid, any amounts

quoted or stated by NC4 for maintenance and support Fees beyond the first year, are stated for Customer's budget purposes only.

4. ASP Redundancy (Optional Service). If Customer has procured NC4's Web-hosted ASP Redundancy Services for Backup Purposes, as specified on an applicable Order, and subject to Customer's prompt payment of the corresponding annual ASP Redundancy Fees, NC4 will provide Customer such Services in accordance with the following:

      4.1   NC4 Web-hosted ASP Redundancy Services. NC4's web-hosted ASP Redundancy Services are for Backup Purposes only. Subject to the terms and conditions of this EULA, NC4 grants to Customer a limited, non-transferable, non-exclusive, non-assignable license for the term of the applicable Order to access over the Internet and use NC4's ASP Redundancy Services solely as a backup to Customer's use of the Software in the normal course of business.

      4.2   ASP Redundancy Fee. Customer agrees to pay NC4 for the initial ASP Redundancy set up and use Fees set forth in the applicable Order. Thereafter, if the term of the applicable Order continues, Customer shall pay for the annual ASP Redundancy Fee during its normal billing period nearest the anniversary of the installation date of the Software. Unless prepaid by Customer, any amounts quoted or stated on an applicable Order for ASP Redundancy Fees beyond the first year, are stated for Customer's budget purposes only.

      4.3   Restrictions on Use. Customer shall not, directly or indirectly, (i) license, sell, lease or otherwise transfer the Web Hosted Services, (ii) alter, modify, translate or create derivative works based on the Software, or permit a third party to do any of the foregoing; (iii) process or permit to be processed the data of any third party; (iv) use or permit the use of the Web Hosted Services in the operation of a service bureau, timesharing arrangement or otherwise for the benefit of a third party; or (v) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from the Web Hosted Services.

      4.4   Use of Data. Customer shall be solely responsible for collecting, inputting and updating all Data related to Customer's use of the Web Hosted Services. Customer shall ensure that the Data does not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party; contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or otherwise violates any other right of any third party.

5.   Software Warranties.

      (a)   NC4 warrants for a term of ninety (90) days from the date of download of Software ("Software Warranty Period") that the Software will materially conform as described in NC4's published Documentation ("Specifications"). Customer must report any defects in the Software to NC4 in writing within the Software Warranty Period for that particular Order in order to receive the warranty remedy set forth in this Section 6.

      (b)   NC4's sole obligation under this Software warranty shall be, at NC4's discretion, to provide a work around or correction for, or replace, any defective Software so as to enable the Software to materially conform to the Specifications. If NC4 is unable to provide a work around or correction for, or replace, the Software so that it materially conforms to the Specifications, then NC4 will, upon Customer's written request for cancellation of the Order, refund the license fee that was paid by Customer to NC4 for the Order.

      (c)   NC4 shall have no obligation under this warranty if the Software has been (i) used other

than in accordance with this EULA or the Specifications and Documentation; (ii) modified by a party other than NC4, or (iii) combined with hardware or software not identified in the Specifications as being compatible with the Software.

(d)   THE REMEDIES SET FORTH IN THIS SECTION 6 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY NC4 UNDER THIS SECTION 5.

(e)   NC4 AND ITS SUPPLIERS MAKE NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE (OTHER THAN THOSE SET FORTH IN THIS SECTION 5) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ENJOYMENT AND NON-INFRINGEMENT.

6.   Services Warranties.

(a)   NC4 warrants to Customer that the Services for a particular Order will be performed in manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to NC4 in writing within ninety (90) days of completion of the Services for that particular Order in order to receive the warranty remedy set forth in this Section 6.

(b)   If the Services are not performed in a manner consistent with generally accepted industry practices, then NC4's sole obligation under this service warranty shall be to re-perform the defective Services. For any breach of the Services Warranty set forth in this Section 6, Customer's exclusive remedy, and NC4's entire liability, shall be the re-performance of the Services, and if NC4 fails to re-perform the Services as warranted, Customer shall be entitled to a refund of the Fees paid by Customer to NC4 for the deficient Services.

(c)   NC4 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 6) AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.   Limitation of Liability.

IN NO EVENT SHALL NC4 OR ITS LICENSORS OR SUBCONTRACTORS OR ANY OF THEIR SUBSIDIARIES BE LIABLE FOR LOSS OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, LOSS OR INACCURACY OF DATA, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SOFTWARE, NC4'S PROVISION OF THE SERVICES, OR THIS EULA, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4 AND ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID BY LICENSEE FOR THE SOFTWARE OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR LICENSEE'S USE, MISUSE OR FAILURE TO USE THE SOFTWARE. The

foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death caused by NC4's negligence or willful misconduct; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

8.   General

8.1   Audit Rights. During normal business hours and at any time the Software or Service is being used, no more than once every 12 months and in accordance with Customer's security requirements, NC4 or its authorized representative will have the right to audit and inspect Customer's use of the Software and Service or compliance with the terms of this EULA. NC4 may audit Customer use of the Software and Service or compliance with the terms of this EULA by remote access of Customer's Equipment with or without notice at any time. NC4 shall give Customer reasonable advance notice if it intends to conduct an on-site audit and inspection.

8.2   Notices. All notices required or permitted under this EULA shall be in writing, shall reference this EULA and will be deemed given: (i) when sent by facsimile with confirmation page; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) working day after deposit with a commercial overnight carrier, with written verification of receipt. To be effective, a confirmation copy of a notice must be sent contemporaneously via U.S. mail. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a party by giving written notice to the other party pursuant to this provision:

        To NC4:   NC4 Public Sector LLC
                       100 N. Sepulveda Blvd, Suite
                       200 El Segundo, CA 90245
                       Attn: Randall Smith Fax: 310-
                       606-4309

        With copy to: NC4 Public Sector LLC
                       100 N. Sepulveda Blvd, Suite
                       200 El Segundo, CA 90245
                       Attn: Contracts & Legal Fax:
                       310-606-4309

8.3   Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the parties hereby agree that the terms and conditions of this EULA shall govern and have precedence over any general terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this EULA, an Order, or the terms and conditions governing the GSA Contract, the order of precedence shall be in the following order: Order; GSA Contract; EULA.

NC4 E TEAM® WITH MANAGED SERVICES
END USER LICENSE AGREEMENT

By executing this Agreement in writing,, you consent to be bound by the terms and conditions of this End User License Agreement ("EULA"). The authorized single entity end user ordering under NC4 Public Sector LLC's ("NC4") GSA Schedule, Contract Number GS-35F-0204T ("GSA Contract"), is referred to herein as "Customer".

1.   Grant of License.

1.1. License Grant. Subject to the terms and conditions of this EULA, NC4 hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, perpetual license (upon fully paid license and other fees due NC4), without the right to grant sublicenses, to use the object code only of the NC4 E Team® incident management software application ("Software") as configured by NC4 in accordance with Sections 2 and 3 below ("Solution"). The license granted in this Section 1 shall also include modifications to the Software that NC4 may make pursuant to Services that Customer purchases from NC4, as well as any generally available updates or upgrades NC4 provides to the Software as part of the managed services. Until such time that Customer has fully paid all license and other fees due NC4, the term of the license shall be temporary.

1.2   Restrictions on Use. Customer shall not, and shall not permit others to, without NC4's prior written consent: (i) exceed the number of permitted users set forth in the particular order, task order, statement of work or purchase order under the GSA Contract ("Order"), if any are stated; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iv) copy, alter, modify, or customize, or create derivative works based on the Software, Solution or Services or any part thereof; or (v) disassemble, decompile, reverse engineer, reverse assemble or reverse compile or otherwise attempt to derive source code or other trade secrets from the Software, Solution or Services, or any part thereof.

1.3   Use of Third-Party Software. Customer shall not use any third-party software embedded in or otherwise provided with the Solution on a stand-alone basis or in any way other than as provided with the Solution. All such third party software shall be used only in connection with the Solution and for no other use.

2.   Maintenance and Support. Annual maintenance and support fees must be kept current in order for

Customer to receive the following maintenance and support Services from NC4.

2.1   Maintenance/Upgrades. Purchase of annual maintenance entitles Customer to "point release" updates (e.g., bug fixes, defect corrections, minor enhancements) ("Updates") to the Software, as well as version upgrades which may include major enhancements ("Upgrades"), for such Updates and Upgrades when commercially available and the services are updated by NC4. NC4 will provide such Updates or Upgrades within a mutually agreed upon number of days following Customer's request, or as otherwise agreed to in writing. NC4 standard maintenance and support does not include: (i) maintenance and support fees, updates or upgrades to any third party software; (ii) knowledge transfer; (iii) data migration; or (iv) training associated with Updates or Upgrades. If such services are desired of NC4, they can be procured under a mutually agreed upon Order.

2.2   Customer Support. NC4 will provide Customer with the ability to report technical issues

24 x 7 for the Software/Solution. Response times to resolve issues shall be in accordance with NC4's current standard Customer Support Policy, a copy of which is available to Customer upon request. Telephone support shall be available to not more than three (3) named callers. NC4 support includes troubleshooting, basic usability and navigation assistance. Support shall not include installation of upgrades or modification or customization of upgrades, problems not attributable to the Software, or problems arising from Customer's actions to cause an error in the Software or Solution. If such Services are desired of NC4, they can be procured under a mutually agreed upon Order. NC4 standard support does not cover customer extensions and third party add-ons, except for problems in NC4's base Software code.

2.3   Maintenance and Support Term. Annual maintenance and support shall commence on the date of installation of the Software/Solution at NC4's managed services site.

2.4   Maintenance and Support Fees. NC4 will invoice Customer for the initial annual maintenance and support fees as set forth in the Order, and to the extent the term of the Order continues, annually thereafter during the normal billing period nearest the anniversary of the initial annual maintenance and support date.

3.   Managed Hosting Services.

3.1   Managed Services. NC4 will provide managed services to Customer to host the Software/Solution licensed hereunder ("Managed Services"), as set forth in the applicable Order. NC4's Managed Services provide Customer with dedicated server instances and all necessary server infrastructure to support Customer's NC4 E Team Solution in production. NC4 will be responsible for: providing, operating, maintaining and managing the servers and network; data center security; and backups to Customer's Solution and data. NC4 will also install, operate and manage the E Team Solution, the hardware and operating system, and the telecommunications facility necessary for hosting Customer's NC4 E Team Solution. NC4's base Managed Services do not include disaster recovery or high availability, but if such Services are desired of NC4, they can be procured under a mutually agreed upon Order.

3.2   Disk/Storage Space. Purchase of NC4's standard Managed Hosting Services provides Customer with 200G of disk space. Additional disk space may be purchased from NC4 under a mutually agreed upon Order.

3.3   Data Protection. Customer acknowledges and agrees that access to the Solution is provided via the Internet, and NC4 does not guarantee the Services will be uninterrupted or error-free. NC4 shall not be responsible for actions of third parties that are outside of NC4's control. Customer is responsible to ensure adequate security for its end points. Customer is also responsible for managing the security of its authentication credentials for access to the Solution, authorizing access to the Solution, and promptly removing access for individuals who are no longer allowed or require access to the Solution. NC4 will not release any Customer Data to any third party without Customer's prior written consent, except where NC4 is required to do so pursuant to a subpoena, court order, or other legal, judicial or administrative proceedings, or otherwise required by law. In such event, NC4 will first provide reasonable prior notice to Customer to allow Customer to seek a protective order or other appropriate remedy.

3.4   Service Level Agreement. NC4 will provide the Managed Services in accordance with its current standard Service Level Agreement, a copy of which is available to Customer upon request.

4. Ownership.

4.1 Software and Solution. Customer acknowledges and agrees that it is acquiring only the right to use the Solution and underlying Software licensed hereunder. NC4, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto and changes to the Solution made by NC4 pursuant to the Order, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of NC4, or its licensors as the case may be, and may not be copied or used except as expressly authorized by the Order. Any rights not expressly granted to Customer under this EULA are retained by NC4.

4.2 Documentation and Training Materials. All NC4 documentation and training materials provided by NC4 hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of NC4. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the NC4 documentation and training materials shall be reproduced on any copies. No copies of NC4 documentation or training materials shall be provided to any third party or competitor of NC4, without NC4's prior written consent.

4.3 Data.

(a) Customer hereby represents and warrants to NC4 that it is the owner or licensee of all data and content contained within the Solution ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that NC4 is merely a provider of the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer further represents and warrants to NC4 that the Customer Data does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes NC4 to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. NC4 will not share the Customer Data with any third parties or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by NC4's authorized representatives shall be conducted in a safe, secure, and reliable manner.

5. Limited Warranty; Customer Actions; Internet and Other Delays.

5.1. Software/Solution Warranties.

(a) NC4 hereby represents and warrants to Customer for a period of ninety (90) days from

delivery of the Solution ("Solution Warranty Period"): (a) that the Solution provided under this EULA or any Order will conform in all material respects as described in NC4's published documentation ("Documentation") and to Customer specifications that NC4 has agreed to in the applicable Order ("Specifications"); (b) that at the time of delivery, the Solution will not contain any time bomb, trap door or other code designed to disrupt, disable, harm or otherwise impede, or to allow unauthorized access to, the operation of Customer's software, firmware, hardware or computer system; (c) that NC4 has the legal right to enter into and perform its obligations under the applicable Order; (c) that any Solution provided under the applicable Order will comply with all applicable laws, rules, or regulations, and that NC4 has obtained all required permits necessary to comply with such laws, rules, or regulations; and (e) that, at the time of delivery, to the best of NC4's knowledge, the Solution provided does not violate or in any way infringe upon the intellectual property rights of any third party For purposes of this EULA, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must report any defects in the Solution to NC4 in writing within the Solution Warranty Period for that particular Order in order to receive the warranty remedy set forth in this Section 5.1(a).

(b)   Customer's sole remedy, and NC4's sole obligation, under this Software/Solution warranty shall be, at NC4's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. If NC4 is unable to provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications, then NC4 will, upon Customer's written request, terminate the license and refund the license fee that was paid by Customer to NC4 for the Order.

(c)   NC4 shall have no obligation under this warranty if the Solution has been (i) used other than in accordance with this EULA or the Documentation and Specifications; (ii) modified by a party other than NC4, or (iii) combined with hardware or software not identified in the Documentation or Specifications as being compatible with the Solution. If Customer provides any hardware or software that is incorporated into the Solution, Customer agrees that it will use all reasonable efforts to ensure that such hardware or software is free from defects, and NC4 shall not be responsible for any such defects discovered and shown to be the proximate cause of any damage or loss to the Solution or Customer's data.

(d)   THE REMEDIES SET FORTH IN THIS SECTION 5.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY NC4 UNDER THIS SECTION 5.1. NC4 AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 5.1 OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

5.2   Services Warranties.

(a)   NC4 warrants to Customer that any professional services for a particular Order will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to NC4 in writing within ninety (90) days of completion of the Services for that particular Order in order to receive the warranty remedy set forth in this Section 5.2.

(b)   If the Services are not performed in a manner consistent with generally accepted industry practices, then NC4's sole obligation under this service warranty shall be to re-perform the defective services. For any breach of the services warranty set forth in this Section 5.2, Customer's sole remedy, and NC4's sole liability, shall be the re-performance of the Services, and if NC4 fails to re¬perform the Services as warranted, Customer shall be entitled to a refund of the fees pre-paid by Customer to NC4 for the deficient services, pro-rated for the balance remaining in the term for which fees were pre-paid.

(c)   NC4 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 5.2 AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF

WORKMANSHIP, MERCHANTABIITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5.3   Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the implementation of the Solution and Customer fails to do so in a timely manner, Customer shall be deemed to have waived any claim that it may have against NC4 for late or faulty performance that has resulted from Customer's failure.

5.4   Internet and Other Delays. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED OVER THE INTERNET, AND MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND DEVICES. NC4 SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, EITHER BY NC4 OR THIRD PARTY PROVIDERS, OR BECAUSE OF OTHER CAUSE BEYOND NC4'S REASONABLE CONTROL.

NC4 WILL NOT BE LIABLE FOR ANY SUCH UNAVAILABILITY. NC4 WILL USE REASONABLE COMMERCIAL EFFORTS TO PROVIDE ADVANCE NOTICE, WHICH MAY BE BY EMAIL, OF ANY SCHEDULED SERVICE DISRUPTION.

6.   LIMITATION OF LIABILITY. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE MANAGED SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY NC4 TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, NC4 DOES NOT WARRANT THAT THE MANAGED SERVICES, SOFTWARWE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE MANAGED SERVICES, SOFTWARE ORSOLUTION. IN NO EVENT SHALL NC4 OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE MANAGED SERVICES, SOFTWARE OR SOLUTION, NC4'S PROVISION OF THE MANAGED SERVICES OR ANY PROFESSIONAL SERVICES, UNDER CONTRACT, TORT, STRICT LIABILTY OR OTHER LEGAL OR

EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE APPLICABLE ORDER, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4 AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILTY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR CUSTOMER'S USE, MISUSE OR FAILURE TO USE THE SOLUTION. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death directly caused by NC4's negligence or willful misconduct; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

7.   Release of Insured Losses. To the extent permitted by law, NC4 hereby releases Customer, and Customer hereby releases NC4, and each of their respective officers, agents, and employees, from any and all claims or demands of damages, loss, or expense, which is caused by or results from perils, events or happenings which are the subject of insurance and carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier.

8.   Data Release. If requested by Customer prior to the termination or expiration of an Order, NC4 will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, NC4 shall provide a proposal to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said proposal. If Customer fails to provide an Order within thirty (30) days, the proposal will be deemed to be rejected, and NC4 shall have the right to remove, delete, or destroy the Customer Data from the Solution.

9.   Notices. All notices required or permitted under this EULA shall be in writing, shall reference this EULA and will be deemed given: (i) when sent by facsimile with confirmation page; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) working day after deposit with a commercial overnight carrier, with written verification of receipt. To be effective, a confirmation copy of a notice must be sent contemporaneously via U.S. mail. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a party by giving written notice to the other party pursuant to this provision:

To NC4: NC4 Public Sector LLC, 100 N. Sepulveda Blvd, Suite 200 El Segundo, CA 90245 Attn: Randall Smith Fax: 310-606-4309

With copy to: NC4 Public Sector LLC, 100 N. Sepulveda Blvd, Suite 200 El Segundo, CA 90245 Attn: Contracts & Legal Fax: 310-606-4309

10. Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the parties hereby agree that the terms and conditions of this EULA shall govern and have precedence over any general terms and conditions of such purchase order or similar document, unless the Order has been negotiated and the parties expressly agree to the terms. If there is any conflict between the terms and conditions of this EULA, an Order, or the terms and conditions governing the GSA Contract, the order of precedence shall be in the following order: EULA; Order; and GSA Contract, unless the Order has been negotiated and the parties expressly agree to the terms to which the Order shall take precedence to the EULA.

NC4 RISK CENTER™
END USER SUBSCRIPTION AGREEMENT

By accessing and using NC4 Risk Center, you consent to be bound by the terms and conditions of this End User Subscription Agreement ("Agreement"). The authorized single entity end user ordering under NC4 Public Sector's ("NC4") GSA Schedule, Contract Number GS-35F-0204T ("GSA Contract"), is referred to herein as "Customer".

1.   Definitions. The following definitions shall apply to this Agreement.

1.1   "Authorized User(s)" means those users authorized by Customer to use the Services.

1.2   "Customer Data" means Customer's fixed asset locations, minimal user information necessary to set up the account (i.e., name, email address, phone number), and the like, all of which shall be deemed Confidential Information.

1.3   "Customer Feedback" means information Customer voluntarily chooses to provide NC4 regarding an alert by use of the feedback feature of the Services. NC4 may use such Customer Feedback as part of the NC4 Content as it deems appropriate to update NC4 alerts system-wide. Prior to using any Customer Feedback, NC4 will first validate and anonymize the information. Participation in the feedback feature is at Customer's sole discretion.

1.4   "NC4 Content" means the content of communications and all information provided from NC4 to Customer as part of the Services.

1.5   "Order" means the particular order, statement of work, task order, or purchase order issued under the GSA Contract.

1.6   "Service(s)" means the specific NC4 service(s) to which Customer subscribes, as set forth in the Order.

1.7   "Subscription Period" means the period in which Customer subscribes to NC4's Services, as defined in the Order.

2.   Services; License

2.1   Services. The Services will be provided in accordance with NC4's current standard service level agreement ("Service Level Agreement"), a copy of which is available to Customer upon request.

2.2   License Grant. NC4 hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable license, without the right to grant sublicenses, to access and use the Services and NC4 Content solely for Customer's internal security and/or travel risk management operations and for no other purpose ("Purpose"), in accordance with this Agreement. NC4 reserves all rights not expressly granted to Customer herein. This license is conditioned on Customer always complying with this Agreement.

2.3   Restrictions on Use. Customer and its Authorized Users shall:

a.   use the Services and NC4 Content solely for the Purpose set forth above, and for no other purpose;

b.   not use, or allow any third party to use, the Services or any NC4 Content received therefrom for any commercial use or financial gain, or to provide a service in competition with NC4;

c.   use their own due diligence to assess the accuracy, reliability and quality of all NC4 Content, including any linked sites, and application to Customer's organization;

d.   not knowingly provide to NC4 incomplete or inaccurate Customer Data or Customer Feedback;

e.   not use the Services to communicate information that infringes on the rights of any person or entity or violates the law;

f.   obtain and maintain in good working order, Customer's own means to receive communications via the Services;

g.   not directly or indirectly sell, license or otherwise provide the Services or any NC4 Content to any third party, nor directly or indirectly disseminate NC4 Content to any third party, with the exception of disseminating NC4 Content in an isolated emergency only as reasonable to protect the public health and safety;

h.   not (i) alter or duplicate the Services; or (ii) attempt to decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the underlying software application or the Services; and

i.   not remove, obscure, or alter NC4's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Services or any NC4 Content, or otherwise violate any trademark or copyright associated with the Services or NC4 Content.

2.4   Authorized Users. Each Authorized User must be an employee or contractor of Customer. Customer must not permit any other person or entity to use the Services without NC4's prior written consent. Customer must ensure all Authorized Users adhere to the terms and conditions of use set forth in this Agreement.

3.   Customer Obligation to Obtain Traveler Information. If Customer intends to have travelers tracked and information provided to them by NC4 through the Services, it is Customer's responsibility to ensure the appropriate travel management company or partner provides the necessary traveler data to NC4. Any resulting fees associated with Customer obtaining traveler information shall be addressed in the applicable Order.

4.   NC4 Intellectual Property. Customer acknowledges and agrees that it is acquiring only the right to use the Services and receive NC4 Content for the limited Purpose set forth herein. NC4, or its licensor(s), is the owner of all right, title and interest in and to the Services and NC4 Content and all components and underlying software applications thereof and all modifications thereto, any and all associated copyrights, trademarks, trade secrets, patents, patent applications and associated rights and intellectual property rights in and to all of the foregoing. Any rights not expressly granted to Customer under this Agreement are retained by NC4.

5.   NC4 Rights.

5.1   Customer hereby authorizes NC4 to access and use, distribute, reproduce, modify, adapt, and display Customer Data to Customer's Authorized Users solely for the purpose of providing the Services to Customer during the term of the applicable Order. In addition, Customer hereby authorizes NC4 to access and in perpetuity use, distribute, reproduce, modify, adapt and display to other NC4 customers any or all Customer Feedback as part of the NC4 Content, provided NC4 has first validated and anonymized such Customer Feedback prior to including it in NC4 Content. Any Customer Feedback is provided on an "as is" basis, without any warranty or liability of any kind by Customer, and NC4 is fully responsible for its use in the Service.

5.2   NC4 reserves the right to modify the scope or elements, suspend, end, or limit participation in any service category from time to time, with or without notice. Most modifications to the Services are minor in scope, go unnoticed to NC4 customers and do not require any action by Customer. NC4 will provide advance written notice (which may be via email) of any major upgrades to the Services or updates to the Services that might require action by Customer.

6.   Data Privacy and Security.

6.1   Data Privacy and Security. In order to perform the Services hereunder, NC4 may obtain from Customer certain limited information necessary to provision Customer's account and otherwise perform the Services. Such information may include certain fixed asset location information of Customer, such as lat/long coordinates, and certain information related to identified or identifiable individuals ("Personal Data"), such as the individual's name, business address, business phone, business email, travel itineraries, etc. NC4 will, and will ensure that any NC4 personnel assigned to perform the Services hereunder, obtain, access, maintain, use, process and/or transfer such Personal Data for the sole purpose of performing NC4's obligations under this Agreement and applicable Order.

6.2   Role of Parties. In performing the Services under the applicable Order, NC4 acts in the role of a data processor under applicable privacy laws. Customer is the data provider, and NC4 takes its instructions and direction with respect to the handling of Personal Data from Customer. Customer acknowledges and agrees that in performing its Services, NC4 may obtain Personal Data pertaining to Customer's employees, consultants, or others from Customer and/or certain of Customer's third party providers (e.g., travel management companies).

6.3   Protection of Personal Data. NC4 acknowledges that it shall have no right, title or interest in any Personal Data obtained as a result of any applicable Order. NC4 is hereby authorized to use the Personal Data for the sole purpose of providing the Services subscribed to by Customer under the applicable Order. NC4 and its personnel will comply with Customer's instructions regarding the Personal Data, as well as applicable federal, state and local laws, and where applicable, the U.S.-EU and/or U.S.- Swiss Safe Harbor Privacy Principles, located at http://www.export.gov/safeharbor, as may be amended from time to time ("Safe Harbor Principles"). With respect to Personal Data received directly or indirectly from the European Economic Area or from Customer's European locations or Affiliates, if any, such transfer is made pursuant to NC4's certification to the Safe Harbor Principles, and NC4 will comply with such principles, excluding the Notice and Choice provisions contained therein. Customer will be

responsible for providing any notice and choice requirements to the individuals for whom it provides Personal Data to NC4. NC4 will, upon Customer's request and within a reasonable time, correct, delete, and/or block Personal Data from further processing and/or use. If NC4 subcontracts any portion of the Services, NC4 shall downstream these obligations by entering into an appropriate onward transfer agreement with any such subcontractor.

6.4   Data Integrity. NC4 shall take all reasonable steps to ensure that Personal Data is reliable for its intended use, and is accurate, complete and current. Immediately upon Customer's request, or as otherwise may be necessary to comply with this Agreement and/or applicable Order, NC4 shall correct, delete and/or block Personal Data from unauthorized processing and/or use. NC4 shall promptly notify Customer's authorized representatives if it receives any requests from an individual with respect to Personal Data, including but not limited to "opt-out" specifications, correction of the data, information access requests, and the like, and will not take action on any such requests unless expressly authorized to do so by Customer.

6.5   Investigations. NC4 will provide reasonable assistance and support to Customer in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the obtaining, maintenance, use, processing or transfer of Personal Data by or to NC4 under the applicable Order. NC4 will provide to Customer, its authorized representatives and independent inspection body designated by Customer, on reasonable notice and in compliance with NC4's security requirements, (i) access to NC4's information processing premises and records and (ii) reasonable assistance and cooperation of NC4's relevant staff for the purpose of auditing NC4's compliance with its obligations under this Agreement and/or applicable Order.

6.6   Duties Upon Termination. Upon termination or expiration of any applicable Order for any reason, NC4 will contact Customer for instructions regarding the return, destruction or other appropriate action with regard to Personal Data.

6.7   Security Procedures. NC4 shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Personal Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies. NC4 shall use commercially reasonable user identification or password control requirements and other security procedures in relation to the Personal Data. NC4 shall promptly notify Customer in the event that NC4 learns or has reason to believe that any person or entity has breached NC4's security measures, or gained unauthorized access to Personal Data ("Information Security Breach"). Upon any such discovery, NC4 will (a) investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide Customer with assurances that actions have been taken to avoid such Information Security Breach from recurring.

7.   Customer Warranty. Customer represents and warrants continuously that it has authority to provide Customer Data without consent of any third party, and to the best of Customer's knowledge, all information provided to NC4 to provide the Services is accurate and complete.

8.   NC4 Limited Warranty. NC4 warrants that: (i) the Services will be performed in a professional manner with the degree of skill and care that is required by good, sound professional procedures; (ii) to the best of its knowledge, the Services and NC4 Content will not misappropriate, violate or infringe any copyright, trademark, trade secret, patent or other intellectual property or proprietary right of others; (iii) it has full power to carry out its obligations under this Agreement and to grant the rights granted to Customer hereunder; and (iv) it will not intentionally introduce into the Services any viruses, Trojan horses, trap doors,

protecting codes or similar components. For any defective or non-conforming portion of the Services covered by the foregoing warranty, Customer's exclusive remedy, and NC4's entire liability, shall be that NC4 promptly correct or replace the non¬conforming portion in accordance with the Service Level Agreement, and if NC4 fails to do so, Customer shall be entitled to a refund of fees paid to NC4 hereunder, pro-rated for the balance remaining in the then-current subscription term.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE SERVICES AND NC4 CONTENT ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY. ALL WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NC4 DOES NOT WARRANT THAT ANY INFORMATION WILL BE ACCURATE, COMPLETE, FREE FROM ERROR OR TIMELY WHETHER IN CONTENT OR PRESENTATION, NOR THAT ALL OR ANY ASPECT OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR MEET CUSTOMER'S REQUIREMENTS. NC4 MAKES NO WARRANTY REGARDING CONTENT, SOFTWARE OR SERVICES PROVIDED BY OTHER NC4 CUSTOMERS OR THIRD PARTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

9.   LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOST PROFITS, LOST REVENUES OR OTHER INCIDENTAL DAMAGES BASED ON ANY THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE FEES PAID TO NC4 BY CUSTOMER FOR THE PARTICULAR SUBSCRIPTION TERM DURING WHICH THE DAMAGES OR LIABILITY IS CLAIMED. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR ACTIONS TAKEN BY CUSTOMER AS A RESULT OF ITS USE OF THE SERVICES OR NC4 CONTENT. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH DIRECTLY CAUSED BY NC4'S GROSS NEGLIGENCE ORWILLFUL MISCONDUCT; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10.   NOTICES. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a party by giving written notice to the other Party pursuant to this provision:

To NC4: NC4 Public Sector LLC, 100 N. Sepulveda Blvd, Suite 200 El Segundo, CA 90245 Attn: Randall Smith Fax: 310-606-4309

With copy to: NC4 Public Sector LLC, 100 N. Sepulveda Blvd, Suite 200 El Segundo, CA 90245 Attn: Contracts & Legal Fax: 310-606-4309

11. ORDER OF PRECEDENCE; GOVERNING DOCUMENTS. The terms and conditions of this Agreement shall govern and have precedence over any pre-printed general terms and conditions on a purchase order or similar ordering document issued by Customer to NC4 hereunder. If there is any conflict between the terms and conditions of this Agreement, an Order, or the terms and conditions governing the GSA Contract, the order of precedence shall be in the following order: the GSA Schedule Contract, any specific, negotiated terms on the GSA Customer's Purchase Order, this Agreement, and any standard, non-negotiated terms on the GSA Customer's Purchase Order.

12. RIGHT OF AUDIT. At any time during the Term of any applicable Order, NC4 or its authorized representative shall have the right, subject to Government security requirements, to monitor, audit, and inspect Customer's use of the Services and compliance with this Agreement, including but not limited to, addition of locations and sharing of NC4 Content.